

## General Terms and Conditions of the Contract of Carriage (GTCCC)

The General Terms and Conditions of the Contract of Carriage, further referred to as GTCCC, are applicable to contracts of carriage between Totus Logistic sp. z o.o. with its registered seat in Katowice, hereinafter referred to as the Employer, and a Carrier, hereinafter referred to as Contractor, on the basis of transport orders submitted to the Contractor by the Employer.

### 1. Settlement conditions of a carriage service

- 1.1. The Contractor undertakes to attach to the invoice the original of properly and thoroughly completed waybill and originals of properly and thoroughly completed other transport-related documents, indicated in section 4 of the order or listed in the waybill (trade invoices, specifications, delivery notes, CI, pallet receipts, weight receipt, discrepancy reports, loss protocols, etc.). The payment for the service is subject to the delivery of invoice with the original documentation. The Employer is entitled to withhold the payment for the invoice until the delivery of original and properly completed transport-related documentation.
- 1.2. The Contractor is obliged to deliver the invoice with the documentation within 7 days from the day of execution of the domestic transport service (date of unloading) or 14 days from the date of execution of international carriage service. The failure to fulfil this obligation by the Contractor means automatic extension of the invoice payment term to 90 days, and in particular cases to 120 days from the day of reception of properly issued VAT invoice with carriage documentation - at the discretion of the Employer. The documentation referred to above is indispensable to determine the proper service execution.
- 1.3. The invoice issued by the Contractor shall be understood by the Employer as proper on condition that the issuance date and the sales date are identical to the actual month of completion of the order, i.e. the unloading of the cargo. Invoices issued otherwise shall be considered as faulty, not reflecting the actual state and they shall be sent back to the address of the Contractor, in order to be corrected, which will cause the extension of the term of payment in accordance with section 1.2. of GTCCC hereby.
- 1.4. All possible additional costs of the Contractor incurred in relation to the transport order can be reimbursed exclusively following their prior acceptance by the Employer and after presenting the original documents by the Contractor. All these costs can only be invoiced simultaneously with the invoice for carriage. All receipts covering the additional costs sent at a later date shall not be accepted.
- 1.5. The Employer is entitled to deduct from the Contractor's remuneration all damages, contractual fines, unsettled pallets and other liabilities, resulting from the given order or related to its performance, which the Employer was burdened with, and which the Contractor is liable for, which the Contractor hereby consents for.
- 1.6. Settlement documents need to be issued and sent to the following address:  
**TOTUS LOGISTIC Sp. z o.o. 40-588 Katowice, ul. Grzegorza Fitelberga 14**
- 1.7. The Employer declares that the Employer is the VAT payer identified with the **TAX ID NIP: 631-011-06-48** and **NIP EU: PL6310110648**.

### 2. Terms of execution of the transport order:

- 2.1. The transport order can be placed by the Employer in the written form, also by means of fax or online (email or communicators). The Parties declare that the lack of refusal of acceptance of the transport order by the Contractor within 30 minutes from its reception shall be understood as the acceptance of the order for implementation by the Contractor. The acceptance of the transport order for execution by the Contractor means concluding the contract of carriage subject to terms and conditions set out in the order as well as in the GTCCC hereby. The terms and conditions referred to above are binding and can be accepted exclusively without reservations. Conditional confirmation of acceptance of the transport order or GTCCC hereby is ineffective and shall be deemed void.
- 2.2. The Employer is entitled to cancel the transport order granted to the Contractor provided it proves that for reasons beyond the control of the Employer, the carriage service cannot be executed (e.g. the cargo is not released after the customs clearance). In this case, the Contractor shall not be entitled to any claims against the Employer.
- 2.3. The Contractor declares that the Contractor has, at the moment of acceptance of the transport order for execution and throughout the order execution period, Contractor's own, valid and up-to-date OCP insurance with the full scope of insurance, which is understood to be, among others, the lack of exclusion of liability of the insurer for the loss, shortage or damage or consignment, theft, disappearance or robbery of cargo and the lack of exclusions regarding the protection for the kind of cargo accepted for transport defined by the order and the guarantee sum equivalent at least to the value of cargo accepted to carry. The Employer is obliged to immediately present, upon each demand of the Employer, a valid original policy confirming the conclusion of such third party liability agreement and a certificate of professional qualifications, valid international and/or domestic transport licence. The Employer is entitled to make a photocopy of presented documentation.

**2.4.** By accepting the transport order for execution the Contractor declares and undertakes the following:

- a) the Contractor performs the transport activity on a professional basis, which in particular means that the Contractor has knowledge and experience in providing this kind of activity,
- b) the Contractor guarantees the performance of the transport service with due care and diligence, which in particular means the performance of the transport service in accordance with the transport order, in accordance with the GTCCC hereby, as well as pursuant to all legal provisions applicable in this scope, including the regulations defining the terms and conditions of carrying out road transport operations, regulations defining the conditions of drivers' work, as well as road traffic rules and according to public road regulations,
- c) the Contractor satisfies all conditions and formal requirements of domestic and/or international transport service provisions,
- d) transport means, used for loading and the execution of transport orders, will satisfy all necessary technical requirements and will be equipped with all necessary devices in accordance with applicable and currently binding legal regulations; moreover, they will satisfy environmental standards, they will be in a good technical order, proper in terms of capacity and requirements set out in the order, and in particular suitable given the characteristics of transported cargo:
  - clean (without extraneous odours),
  - loading platform free of extra loads,
  - with tight tarpaulin and surface of cargo compartment, protected against possible damage of consignment and exposing it unfavourable environmental impact during carriage,
  - equipped with materials securing the cargo in the quantity and kind defined in the given transport order (belts, anti-slip mats, corners, stop bars, etc.). The consequences of the lack or incompleteness of protection materials will burden the Contractor. Collection of cargo protecting materials on behalf of Totus Logistic sp. z o.o. can take place following prior consent of forwarder. In the case of their collection on the cargo abroad, the settlement with the Contractor will take place in Poland on the day of service execution.
- e) if the object of the transport order is carriage of hazardous cargo, the Contractor guarantees unconditional application of all legal provisions regulating the acceptability and rules of carriage of hazardous materials applicable in the given kind of transport,
- f) if the object of the transport order is carriage of oversize load, the Contractor guarantees unconditional application of all legal provisions regulating the acceptability and rules of carriage of oversize loads applicable in the given kind of transport,
- g) if the object of the transport order is carriage of foodstuffs (perishable goods), requiring the maintenance of fixed temperature (chilled or frozen), the Contractor guarantees execution of contracted activities using means adjusted to perform this kind of activity and in good technical state, with applicable attestations, as well as strict adherence to instructions of the cargo owner.
- h) if the object of the transport order is exchange of pallets or other exchangeable transport carriers, the Contractor is obliged to provide their clearance in time limits, quantity, type and quality indicated in the given transport order. The Contractor is also obliged to document properly the clearance of the carriers, which in particular means presenting the Employer with originals of certificates confirming the exchange. The Contractor is obliged to redress the Employer's loss resulting from the lack of clearance or inadequate clearance of transport carriers.
- i) if the object of the transport order is the loading or unloading of palletized shipment by means of pallet truck by the Contractor, the Contractor declares these activities are insured, which is reflected in its third party liability policy of road transport operator.

The Contractor bears full liability for adherence to the provision above.

**2.5.** Accepting the transport order for execution, the Contractor undertakes to adhere to applicable regulations binding in each of the countries through which the carriage is executed, which in particular refers to the regulations concerning minimum wage and related to it, duty to pay remuneration in the amount indicated therein, as well as reporting and documentation duties. The Contractor undertakes to redress all loss or reimburse all costs incurred by the Employer in relation to the lack of Contractor's and/or its subcontractors' adherence to the duties resulting from these regulations, in particular fines, fees, payments or other obligations imposed on the Employer by applicable administrative bodies, along with the costs of proceedings and legal advice. These claims can be deducted by the Employer from the applicable Contractor's remuneration for the carriage. The Contractor undertakes to make available all documents confirming its / its subcontractors' adherence to these regulations upon the first demand of the Employer. The Contractor shall deliver these documents to the Employer within not more than 3 days from the Employer's demand on pain of contractual penalty of 1000.00 PLN for each case of failure to deliver the demanded documentation, and in case the loss exceeds the amount of reserved contractual penalty, to redress the loss in full.

The Contractor also ensures that persons performing the transport directly are able to communicate in the language in which the shipping documents and documents related to the collection and release of cargo were drawn up, and is fluent enough to understand the statements of will and knowledge made when signing these documents. The Contractor accepts all liability for all consequences of failure to satisfy the requirement referred to in the previous sentence.

- 2.6.** The Contractor guarantees constant contact with the drivers executing the transport, allowing control of vehicle's current position upon each demand of the Employer. In case of any problems with executing the order, the Contractor is obliged to provide the Employer with the direct contact to the driver.
- 2.7.** The Contractor or its representative (driver) is obliged and takes all liability for the proper loading and placement of cargo on the loading platform, including the right vehicle axle loads. In case of failures, losses, discrepancies, non-compliance or any irregularity in loading or location of cargo on the loading platform, or suspicion regarding the vehicle axle loads, the Contractor shall promptly notify the Employer about this fact and make an appropriate alert entry in the waybill and obtain a written confirmation of the shipper.
- 2.8.** The Contractor or its representative (driver) is obliged to monitor the quantity and quality of loaded cargo and in case of finding any discrepancy to stop loading and contact the Employer without delay. In case of the lack of cargo or in case of any problems in the place of loading/unloading, the Contractor (driver) is not allowed to leave the place of loading/unloading without a written consent of the Employer.  
The Contractor (driver) is obliged to notify the Employer without delay about all issues and problems related to the loading, unloading or carriage of the cargo. In case the Contractor or its representative (driver) delivers palletized cargo to the recipient in a manner making it impossible to unload the pallets in full or in the condition indicating stripping, shattering, bending or any other damage of unit packaging of the cargo (e.g. cartons or boxes), as a result of which the recipient refuses to accept the cargo, the Contractor is obliged to deliver the cargo upon its own cost to the place indicated by an entitled person (sender, recipient) in order to have it repacked.  
After repacking, the Contractor is obliged to deliver the cargo again, upon its own cost, to the place indicated in the order. In case of the lack of releasing the consignment to the recipient for the abovementioned reasons, the Contractor shall be burdened with the contractual penalty in the amount of 200% of freight. In case the loss incurred therefrom exceeds the amount of reserved contractual penalty, which in particular refers to the costs of repacking (e.g. the additional labour force), the Contractor is obliged to redress the loss in full.
- 2.9.** The Contractor cannot entrust the order execution to further subcontractors, nor execute the additional loading or reloading onto another vehicle without a written consent of the Employer. The lack of such consent results in failure to consider the contract of carriage as executed. In such case the Employer is entitled to burden the Contractor with a contractual penalty in the amount of 100% of agreed freight and to seek compensation in case the loss resulted therefore exceeded the amount of reserved contractual penalty.
- 2.10.** The Contractor is liable towards the Employer and its clients for all loss incurred in relation to implementation of the transport order, in particular for damage of consignment incurred from the moment of acceptance for carriage to the moment of cargo release, as well as for the loss incurred in relation to improper completion or loss of documents, delays in loading, unloading or cargo delivery, total or partial loss, damage or defect of the cargo.  
The failure to satisfy any conditions of the transport order, and in particular a delay or a lack of available vehicle will result in incurring a contractual penalty in the amount of up to 200% freight, which does not exclude the Employer's eligibility to seek compensation, should the loss exceed the amount of reserved contractual penalty.
- 2.11.** The Contractor is not entitled to obtain an additional remuneration due to downtime at the time of loading up to 24h and at the time of unloading up to 48h, calculated after the end of the agreed day of loading and unloading, excluding statutory days off work.  
In case of lack of cargo or problems with loading/unloading, the Contractor (driver) is not allowed to leave the place of loading/unloading without explicit consent of the Employer. Downtimes must be documented with the downtime card or an entry to the waybill and confirmed by the sender or recipient of the consignment. The Employer must be immediately notified about the downtime. The payment covering the costs incurred thereof will not be made unless the above is adhered to. The amount of payment for downtimes must be agreed and confirmed in writing by the Employer or else shall be null and void.
- 2.12.** If the damage of packaging, including film wrapping of transported cargo, stripping, moving, tilting or tipping over of pallets or cargo on pallets, caused the refusal of acceptance of the cargo by the recipient, even if the cargo itself is not damaged, the Contractor undertakes to deliver the cargo upon its own cost to a place indicated by the Employer in order to have it repacked, and then once again deliver the cargo on its own cost to the place of unloading or another place indicated by the Employer. Refusal to perform the duties referred to above will authorize the Employer to organize substitute services (i.e. hiring an entity or persons who will perform the repacking and the carrier to deliver the cargo to the indicated address), whereas the Contractor shall be liable for the return of costs incurred by the Employer thereof. Moreover, the carrier undertakes to reimburse the Employer all other costs resulting from circumstances referred to in preceding sentences, such as costs of repacking, possible damages or contractual penalties the Employer was charged with.
- 2.13.** The loss of the Employer in the understanding of Parties also refers to contractual penalties charged upon the Employer due to the lack of performance or inadequate performance of the contract of carriage by the Contractor.
- 2.14.** In case of suspicion that the cargo subjected to the order belongs to the category of goods referred to in art. 3 section 2 of the Act of 9 March 2017 on the monitoring system for the road carriage of goods (The Journal of Laws of 03.04.2017 item 708), the Contractor is obliged to discontinue the order execution immediately and without undue

delay to notify the Employer about this fact awaiting further instructions. In case of failure to satisfy the duties referred to above, the Contractor will be obliged to redress the consequent loss therefrom.

### 3. Non-Compete and Non-Disclosure Clauses

**3.1.** The Contractor is bound by the prohibition of any cooperation with clients of the Employer (Non-Compete Clause), which in particular means the prohibition to conclude contracts of carriage, shipment agreements or any other agreements the subject matter of which is performance of any service. The prohibition is binding during the term of cooperation with the Employer, as well as for the period of 2 years following the last order. In case of failure to adhere to the non-competite clause or in case of undertaking negotiations or other competence activities, the Contractor shall pay the Employer a contractual penalty in the amount 20,000.00 EUR. Should the loss exceed the amount of reserved contractual penalty, the Employer shall be entitled to seek compensation on general terms.

**3.2.** All information included in this order, as well as obtained by the Contractor in the course of execution of the order is confidential and constitutes a company secret of the Employer.

This information cannot be used or disseminated without the consent of the Employer. In case of failure to adhere to the non-disclosure clause referred to above, the Contractor shall pay the Employer a contractual penalty in the amount 20,000.00 EUR. Should the loss exceed the amount of reserved contractual penalty, the Employer shall be entitled to seek compensation on general terms.

### 4. Final provisions

**4.1.** In cases not regulated by the contract, the provisions of the Civil Code shall be applicable, as well as transport act in the case of domestic carriage and CMR Convention in the case of international carriage.

**4.2.** Disputes shall be settled by the court of law appropriate for the registered seat of the Employer.

**4.3.** The regulations of GTCCC hereby constitute an integral part of each transport order issued by the Employer.

Katowice, 03.02.2020